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BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY, a
California public entity,

Plaintiff,

v.

LEXINGTON INSURANCE COMPANY, a
Delaware Corporation,

Defendants.

Case No.: 2:25-CV-01754-GW-MAR

**SUPPLEMENTAL RULE 26(f) JOINT
STATUS CONFERENCE STATEMENT**

Hearing Date: June 16, 2025
Complaint Filed: January 21, 2025

Pursuant to Federal Rule of Civil Procedure (“Rule”) 26(f), the Case Management Order issued by this Court on March 8, 2025 and the Court’s June 5, 2025, Order following the Scheduling Conference of that date, Plaintiff BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, a California public entity, and Defendant LEXINGTON INSURANCE COMPANY hereby submit the following supplemental report.

Following the June 5, 2025, Scheduling Conference and the Court's Order thereafter, the parties participated in two teleconferences on June 6 and June 9, 2025, to meet and confer on the issues addressed in this report and to create a proposed litigation plan. The parties jointly submit this report, which does not repeat portions of the original Rule 26(f) report filed on June 2, 2025. [ECF 16.]

Bifurcation

As discussed during the June 5, 2025, Scheduling Conference, the parties agree to stay the litigation on all issues other than coverage issues. The parties agree that after conducting discovery limited to the coverage issues in dispute ("Phase 1"), Defendant, and possibly Plaintiff, will file a motion for summary judgment or a motion for partial summary judgment on coverage. Discovery, litigation and adjudication of issues outside of coverage will be conducted in Phase 2 and stayed until after the Court rules on the coverage issue that will be submitted by one or both parties on or before February 13, 2026. Notwithstanding the stay, Plaintiff intends to submit to Defendant further information concerning its claimed damages and losses and the parties are permitted to negotiate further based upon the documents and new information that will be provided to Defendant.

Discovery

The parties agree on the following tentative discovery schedule for "Phase 1" of the case. At this time, Plaintiff is re-evaluating its claim. No later than July 15, 2025, Plaintiff will advise Defendant regarding the full extent of the claim, including identifying its damages. By July 15, 2025, Plaintiff will also provide responses to Defendant's Requests for Production, served June 2, 2025.

Further Proceedings and Timetable:

The parties propose the following dates. Depending on what information is disclosed by Plaintiff on July 15, 2025, the below schedule may require changes. In that event, the parties will report back to the Court. Based upon the schedule below, the parties defer to the Court consistent with its calendar on setting the hearing date for the motion for summary judgment.

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Fact Discovery Cut-Off: November 14, 2025

Expert Disclosures: November 14, 2025

Rebuttal Expert Disclosures: December 5, 2025

Expert Discovery Cut-Off: January 16, 2026

PMSJ Filing Deadline: February 13, 2026

PMSJ Opposition Deadline: March 16, 2026

PMSJ Reply Deadline: March 30, 2026

PMSJ Hearing Date: _____

Settlement/ADR

After the Court rules on the summary judgment motion, assuming a dispute continues to exist among the parties, the parties will make their best efforts to have mediation hopefully completed by May 29, 2026.

Dated: MOUND COTTON WOLLAN & GRENGRASS LLP

By: /s/ per authorization given by M. Wendell on 6/10/25
Jonathan Gross
Megan Wendell
Attorneys for Defendant
LEXINGTON INSURANCE COMPANY

Dated: LERCH STURMER LLP

By: Jerome N. Lerch
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Attorneys for Plaintiff, BOARD OF TRUSTEES OF THE
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DECLARATION OF SERVICE

I am a citizen of the United States, I am over the age of eighteen years and not a party to the within cause; I am employed in the City and County of San Francisco, California and my business address is One Sansome Street, Suite 740, San Francisco, California 94104. My electronic service address is rvernola@lerchsturmer.com. On this date, I served the following document(s):

SUPPLEMENTAL RULE 26(f) JOINT STATUS CONFERENCE STATEMENT

on the parties identified below, through their attorneys of record, by placing true copies thereof in sealed envelope(s) addressed as shown below by the following means of service:

____: By First Class Mail -- I placed the sealed envelope(s), with first class postage thereon, for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

____: By Overnight Courier -- I caused each such envelope to be given to an overnight mail service at San Francisco, California, to be hand delivered to the office of the addressee(s) on the next business day.

☒: By E-mail -- I electronically served each party at the email addresses shown on this declaration.

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Attorneys for Lexington Ins. Company

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

EXECUTED on June 10, 2025 at Pleasant Hill, California.

Rosemarie Vernola
(type/print name)

Rosemarie Vernola
(signature)